

1 BILL NO. S-83-07- 34

2 SPECIAL ORDINANCE NO. S- 154-83

3 AN ORDINANCE approving a Contract
4 by the City of Fort Wayne by and
5 through its Board of Public Works
6 and Dailey Asphalt Products Co.,
7 Inc., for Res. #5971-83 - 1983
8 Asphalt Resurfacing (Group #3).

9 NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract, made a part hereof,
12 by the City of Fort Wayne by and through its Board of Public
13 Works and Dailey Asphalt Products Co., Inc., for Res. #5971-83 -
14 1983 Asphalt Resurfacing (Group #3), is hereby ratified and
15 affirmed and approved in all respects. The work under said Con-
16 tract requires:

17 This Contract is for Res. #5971-83 for im-
18 provement by resurfacing and restoring pave-
19 ment as designated on the following streets
20 to be known as: 1. SOUTH WAYNE AVENUE -
21 from the south curblin of Rudisill Blvd.
22 to the south line of Pasadena Drive. 2.
23 SOUTH WAYNE AVENUE - from the south curblin
24 of Sherwood Terrace to the north curblin of
25 Pettit Avenue. 3. CHARTWELL DRIVE - from
26 the east curblin of Anthony Blvd. to the
27 east curblin of Salisbury Drive. 4. SALIS-
28 BURY DRIVE - from the south pavement line of
29 Chartwell Drive to a point 185 feet south
30 thereof.

31 ***ALTERNATE STREETS


32 5. DREXEL AVENUE - from the east curblin of
Anthony Blvd. to the west curblin of Queen
St. 6. WEST SHERWOOD TERRACE - from the west
curblin of Calhoun Street to the east curblin
of Fairfield Avenue. 7. FLEMING AVENUE -
from the west curblin of Calhoun Street to
the west curblin of Fairfield Avenue. 8.
PONTIAC STREET - from the east curblin of
Anthony Blvd. to the west curblin of Adams
Street. 9. HOLTON AVE. - from the north
curblin of Oxford Street to the north property
line of McKee Street, with Hot Asphalt Binder &
Hot Asphalt Surface;

the Contract price is Three Hundred Seven Thousand Five Hundred
Thirty-Six and No/100 Dollars (\$307,536.00).

Page Two

SECTION 2. Prior Approval was received from Council with respect to this Contract on April 26, 1983. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Quinta, seconded by Quinta, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 7-26-83

Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHOMBURG</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCRUGGS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>

DATE: 8-5-83

Sandra E. Kennedy
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (~~SPECIAL~~)

(~~APPROPRIATION~~) ORDINANCE (RESOLUTION) NO. 8-154-83

on the 9th day of August, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy

CITY CLERK

Ray A. E. Bork

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of August, 1983, at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 15th day of August, 1983, at the hour of 9 o'clock A. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR. - MAYOR

PROJECT

DATE

4/20/33

RES. NO.

5971-83

MATER

CONTRACTORS

STREETS — ALLEYS — SIDEWALKS
QUAN UNIT MATERIAL

ESTIMATE

EXTENSION

DAILEY ASPHALT
PRODUCTS CO., INC.UNIT
BIDTOTAL
BID

2920	sq. yd.	Pavement Removal	4.50	13,140.00	1.50	4,380.00
144	TON	H.A.C. #9 Binder	23.50	17,484.00	21.00	15,624.00
135	TON	H.A.C. #53 Base	23.50	3,172.50	23.00	3,105.00
1054	TON	H.A.C. #11 Binder	25.00	26,350.00	22.00	23,188.00
1072	TON	H.A.C. A-2 Surface	26.50	28,408.00	25.00	26,800.00
1.97	TON	Joint & Crack Sealer	600.00	1,182.00	550.00	1,083.50
15	Each	M.H.'s Obj. & Set to 9 ft	137.00	2,055.00	100.00	1,500.00
8	Each	C.B.'s Obj. & Set to 9 ft	140.00	1,120.00	120.00	960.00
6	Each	C.B.'s Repair, Obj. & Set to 9 ft	350.00	2,100.00	195.00	1,170.00
1	Each	Inlet Repair & Obj. to 9 ft	320.00	320.00	195.00	195.00
Base Total				\$ 25,331.50		\$ 78,005.50

Alternate

3933	sq. yd.	Pavement Removal	4.50	17,698.50	1.50	5,899.50
1179	TON	H.A.C. #9 Binder	23.50	27,706.50	21.00	24,759.00
2151	TON	H.A.C. #11 Binder	25.00	53,775.00	22.00	47,322.00
2222	TON	H.A.C. A-2 Surface	26.50	58,883.00	25.00	55,550.00
4.9	TON	Joint & Crack Sealer	600.00	2,940.00	550.00	2,695.00
39	Each	C.B.'s Obj. & Set to 9 ft	140.00	5,460.00	120.00	4,680.00
33	Each	M.H.'s Obj. & Set to 9 ft	137.00	4,521.00	100.00	3,300.00

S SHEET

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

BROOKS CONST. Co., INC.		WAYNE ASPHALT and CONST. Co., INC.		MOELLERING CONST. Co., INC.		RIETH-RILEY CON. Co., Inc.	
UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
1.37	4,000.40	1.60	4,672.00	2.10	6,132.00	3.05	8,906.00
21.03	15,646.32	22.40	16,665.60	22.50	16,740.00	29.00	21,576.00
20.53	2,771.55	21.00	2,835.00	21.40	2,889.00	28.00	3,780.00
23.51	24,842.18	23.46	24,726.24	22.95	24,189.30	28.85	30,407.00
26.96	28,901.12	26.04	27,914.88	24.40	26,156.80	29.05	31,141.00
725.00	1,428.25	575.00	1,132.75	875.00	1,723.75	725.00	1,428.00
144.00	2,160.00	125.00	1,875.00	112.00	1,680.00	150.00	2,250.00
144.00	1,152.00	145.00	1,160.00	112.00	896.00	150.00	1,200.00
200.00	1,200.00	275.00	1,650.00	225.00	1,350.00	325.00	1,950.00
200.00	200.00	275.00	275.00	178.00	178.00	295.00	295.00
\$82,302.42		\$82,907.07		\$81,934.85		\$102,934.00	
✓		✓		✓		✓	
1.37	5,388.21	1.60	6,292.80	1.90	7,472.70	3.75	14,748.75
21.03	24,794.37	22.40	26,409.60	22.30	26,291.70	31.40	37,020.00
23.51	50,699.07	23.46	50,462.46	22.55	48,505.05	28.85	62,056.00
26.96	59,905.12	26.04	57,860.88	24.70	55,327.80	29.05	64,549.00
725.00	3,552.50	575.00	2,817.50	610.00	2,989.00	725.00	3,552.00
144.00	5,616.00	145.00	5,655.00	134.50	5,245.50	150.00	5,850.00
144.00	4,752.00	125.00	4,125.00	134.50	4,438.50	150.00	4,950.00

3RD. *Phy.*

BID ANALYSIS

PROJECT

DATE: 4/20/83

RES. NO. 5971-83

NAT

CONTRACTORS

STREETS — ALLEYS — SIDEWALKS
QUAN UNIT MATERIAL

ESTIMATE

EXTENSION

DAILEY ASPHALT
PRODUCTS CO., INC.

UNIT
BID

TOTAL
BID

15	Each	Inlets type I-C	750.00	11,250.00	650.00	9,750.00
60	Each	C.B.'s type I-C	1,250.00	75,000.00	1,200.00	72,000.00
65	Each	W.V.'s adj. \$5.15 to 7.00	55.00	3,575.00	55.00	3,575.00

alt total

\$260,809.00

\$229,530.00

Grand Total

\$356,140.50

\$307,536.00

13.64 Units
or \$48.60

✓

✓

S SHEET

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

IAL *Asplund*

BROOKS CONST. CO., INC.		WAYNE ASPHALT AND CONST. CO., INC.		MODELLER'S CONST. CO., INC.		RIETH-RILEY CONST. CO., INC.	
UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
537.00	8,085.00	700.00	10,500.00	680.00	10,200.00	800.00	12,000.00
1,028.00	61,680.00	1,225.00	13,500.00	1,432.00	85,920.00	1,280.00	76,800.00
70.00	4,550.00	60.00	3,900.00	49.00	3,185.00	60.00	3,900.00
<u>\$229,022.27</u>		<u>\$241,523.24</u>		<u>\$249,575.25</u>		<u>\$285,420.00</u>	
<u>\$311,324.69</u>		<u>\$324,430.31</u>		<u>\$331,510.10</u>		<u>\$388,360.00</u>	
<p>the Engineer's Est.</p> <p>4.50</p>							
✓		✓		✓		✓	

73-101-26
7/6/83

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING July 26, 1983
RATIFICATION AUGUST 4, 1983

CONTRACT

This Agreement, made and entered into this 6th day of July, 1983

by and between ----- DAILEY ASPHALT PRODUCTS CO., INC. -----
----- 1122 THOMAS ROAD, FORT WAYNE, INDIANA 46804 -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Improvement Resolution No. 5971-83 1983 ASPHALT RESURFACING (GROUP #3)

*** SEE COPY OF RESOLUTION ATTACHED FOR STREETS AND LIMITS ***

by grading and paving the roadway to a width of ~~XXXXXXXXXXXXXXXXXXXX~~ with ~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5971-83 attached hereto and by reference made a part hereof.

At the following prices:

Pavement Removal	One dollar and fifty cents per square yard	1.50
H.A.C. #9 Binder	Twenty-one dollars and no cents per ton	21.00
H.A.C. #53 Base	Twenty-three dollars and no cents per ton	23.00
H.A.C. #11 Binder	Twenty-two dollars and no cents per ton	22.00
H.A.C. A-2 Surface	Twenty-five dollars and no cents per ton	25.00
Joint & Crack Sealer	Five hundred and fifty dollars and no cents per ton	550.00
Manholes - Adjust & Set to Grade	One hundred dollars and no cents per each	100.00
C.B.'s - Adjust & Set to Grade	One hundred and twenty dollars and no cents per each	120.00
C.B.'s - Repair, Adjust & Set to Grade	One hundred and ninety-five dollars and no cents per each	195.00
Inlet-Repair, Adjust & Set to Grade	One hundred and ninety-five dollars and no cents per each	195.00
BASE TOTAL	Seventy-eight thousand, five dollars and fifty cents	\$78,005.50

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5971-8 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

*See Liquidated Damages Provision. and in all respects completed on or before *Sept. 1, 1983 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date _____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 6th

day of July, 1983

ATTEST:

Corporate Secretary

DAILEY ASPHALT PRODUCTS CO., INC.

BY:

ITS:

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

ATTEST:

Secretary and Clerk

Its Board of Public Works and Mayor.

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DAILEY ASPHALT PRODUCTS CO., INC.
as Principal, and the St Paul Fire and Marine Insurance
Company, a corporation organized under the laws of the
State of Minnesota, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of THREE HUNDRED AND SEVEN
THOUSAND, FIVE HUNDRED AND THIRTY-SIX DOLLARS AND NO CENTS
(\$ 307,536.00), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the 6th day of July, 1983,
enter into a contract with the City of Fort Wayne to construct
Improvement Resolution No. 5971-83

1983 ASPHALT RESURFACING (GROUP #3)

SEE COPY OF RESOLUTION ATTACHED FOR STREETS AND LIMITS

at a cost of \$ 307,536.00, according to certain plans and specifications
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement
provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

ALTERNATE

Pavement Removal	One dollar and fifty cents per square yard	1.50
H.A.C. #9 Binder	Twenty-one dollars and no cents per ton	21.00
H.A.C. #11 Binder	Twenty-two dollars and no cents per ton	22.00
H.A.C. A-2 Surface	Twenty-five dollars and no cents per ton	25.00
Joint & Crack Sealer	Five hundred and fifty dollars and no cents per ton	550.00
C.B.'s - Adjust & Set to Grade	One hundred and twenty dollars and no cents per each	120.00
Manholes - Adjust & Set to Grade	One hundred dollars and no cents per each	100.00
Inlets Type I-C (Complete In Place)	Six hundred and fifty dollars and no cents per each	650.00
C.B.'s Type I-C (Complete In Place)	One thousand, two hundred dollars and no cents per each	1,200.00
Water Valves - Adjust & Set to Grade	Fifty-five dollars and no cents per each	55.00
ALTERNATE TOTAL	Two hundred and twenty-nine thousand, five hundred and thirty dollars and fifty cents	\$229,530.50
TOTAL	Three hundred and seven thousand, five hundred and thirty-six dollars and no cents	\$307,536.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

WHEREAS, said Surety, for value received, hereby stipulates and agrees no change, extension of time, alteration, or addition to the terms of the tract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

DAILEY ASPHALT PRODUCTS CO., INC.
(Contractor)

BY: *R. W. Dailey Jr.*
ITS: *Pres*

ATTEST:

Lawrence J. Casapier
Secretary
(Title)

St. Paul Fire and Marine Insurance Co
Surety
*BY: *Alfred R. Johnson*
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

KNOW ALL MEN BY THESE PRESENTS: that

DAILEY ASPHALT PRODUCTS COMPANY, INC.
(Name of Contractor)

1122 THOMAS ROAD, FORT WAYNE, INDIANA 46804
(Address)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and St Paul Fire and Marine Insurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of THREE HUNDRED AND SEVEN THOUSAND, FIVE HUNDRED AND THIRTY-SIX DOLLARS AND NO CENTS for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 6th day of July, 1983, for the construction of:

Improvement Resolution No. 5971-83

1983 ASPHALT RESURFACING (GROUP #3)

SEE COPY OF RESOLUTION ATTACHED FOR STREETS AND LIMITS

at a cost of THREE HUNDRED AND SEVEN THOUSAND, FIVE HUNDRED AND THIRTY-SIX DOLLARS AND NO CENTS (\$ 307,536.00), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in Three (number) parts, each one of which shall be deemed an original, this 6th day of July, 1983.

(SEAL)

ATTEST:

[Signature]
(Principal), Secretary

[Signature]
Witness as to Principal

1122 THOMAS RD.
(Address) FORT WAYNE, IN 46804

Barbara A. Hunter
Witness as to Surety

6045 Radcliffe Dr
(Address)

Fort Wayne, IA 46806

DAILEY ASPHALT PRODUCTS CO., INC.

Principal

BY

[Signature]
(Title)
DAILEY ASPHALT PRODUCTS CO., INC.
1122 THOMAS RD.
FORT WAYNE, IN 46804

Seaford Fire and Marine Insurance Co.
Surety
BY [Signature]
Attorney-in-Fact
(Authorized Agent)

Yaste Zorn & Rye Agency, Inc.
P.O. box 1367
(Address)

Fort Wayne Indiana 46801

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

BILL NO. S-83-07-34

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN
ORDINANCE approving a Contract by the City of Fort Wayne by and
through its Board of Public Wroks and Dailey Asphalt Products Co.,
Inc., for Res. #5971-83 - 1983 Apsphalt Resurfacing (Group #3)

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN

VICTURE L. SCRUGGS, VICE CHAIRMAN

MARK E. GiaQUINTA

PAUL M. BURNS

ROY J. SCHOMBURG

Samuel J. Talarico

Victure Scruggs

Mark E. GiaQuinta

Paul M. Burns

Roy Schomburg

Concurred in 8-9- S. Kennedy

TITLE OF ORDINANCE Contract for Res. 5971-83 - 1983 Asphalt ResurfacingDEPARTMENT REQUESTING ORDINANCE Board of Public WorksS-83-07-34SYNOPSIS OF ORDINANCE This contract is for Res. 5971-83 for improvement by resurfacing
and restoring pavement as designated on the following streets to be known as:

1. SOUTH WAYNE AVENUE - from the south curblane of Rudisill Blvd. to the south line of Pasadena Drive. 2. SOUTH WAYNE AVENUE - from the south curblane of Sherwood Terrace to the north curblane of Pettit Avenue. 3. CHARTWELL DRIVE - from the east curblane of Anthony Blvd. to the east curblane of Salisbury Drive. 4. SALISBURY DRIVE - from the south pavement line of Chartwell Drive to a point 185 feet south thereof.

***ALTERNATE STREETS

5. DREXEL AVENUE - from the east curblane of Anthony Blvd. to the west curblane of Queen St. 6. WEST SHERWOOD TERRACE - from the west curblane of Calhoun Street to the east curblane of Fairfield Avenue. 7. FLEMING AVENUE - from the west curblane of Calhoun Street to the west curblane of Fairfield Avenue. 8. PONTIAC STREET - from the east curblane of Anthony Blvd. to the west curblane of Adams Street. 9. HOLTON AVE. - from the north curblane of Oxford Street to the north property line of McKee Street. with Hot Asphalt Binder & Hot Asphalt Surface. Dailey Asphalt Products Co., Inc. - Contractor

RECEIVED PRIOR APPROVAL 4/26/83

EFFECT OF PASSAGE Improvement of above streets.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$307,536.00

ASSIGNED TO COMMITTEE _____